

EXHIBIT 2, Part 1,
to Answer and Affirmative Defenses of
Liberty Insurance Underwriters, Inc.

(consisting of Liberty Policy No. AEE196887-0104)



NOTICE: THIS IS A CLAIM MADE AND REPORTED POLICY. COVERAGE APPLIES TO CLAIMS THAT FIRST MADE AGAINST YOU DURING A POLICY YEAR WITHIN THE POLICY PERIOD, AND FIRST REPORTED TO US WITHIN THAT POLICY YEAR, OR WITHIN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE, IF APPLICABLE, AND BEFORE THE END OF THE POLICY YEAR. PLEASE READ THE POLICY CAREFULLY.

Architects, Engineers & Environmental Services Professional Liability Insurance Policy

Company	Liberty Insurance Underwriters Inc. 55 Water Street, 18 th Floor New York, NY 10041	Producer	Hobbs Group/AVA Insurance Agency, Inc. 425 North Martingale Road, Suite 1100 Schaumburg, IL 60173
Policy No.	AEE196887-0104	Renewal of	AEE196887-0103

DECLARATIONS

- Item 1.** Named Insured and Mailing Address:
VOA Associates Incorporated
224 South Michigan Avenue
Chicago, IL 60604
-
- Item 2.** **Policy Period:** 12/05/04 to 12/05/05
(at 12:01 AM local time at the address of the Named Insured as stated in Item 1 above)
-
- Item 3.** **Limits of Liability (inclusive of Claims Expenses):**
A. \$2,000,000 Each Claim
B. \$4,000,000 Policy Year Aggregate
-
- Item 4.** **Deductible (inclusive of Claims Expenses):**
A. \$200,000 Each Claim
B. Not Applicable Policy Year Aggregate
-
- Item 5.** **Premium:** \$309,147.00
-
- Item 6.** **Retroactive Date (if applicable):** 01/01/69
-
- Item 7.** **Knowledge Date:** 12/05/03
-
- Item 8.** **Claims and/or Underwriting Notification:**
Liberty International Underwriters, 55 Water Street, 18th Floor, New York, NY 10041
Attn: A&E Claims Department
Telephone: (800) 677-9163 Fax: (212) 208-4290
-
- Item 9.** Endorsements attached at Policy effective date:
AEE001 (05/2002), AEE002 (05/2002), AEE008 (05/2002), AEE033 (05/2002), AEE066 (05/2002),
AEE067 (05/2002), AEE127 (06/2002), AEE129 (06/2002), AEE035 (05/2002), AEE016 (05/2002),
AEE012 (05/2002), AEE024 (05/2002)

*Coverage for Acts of Terrorism- See attached TRIA FORM C

This Declarations page together with the Architects, Engineers & Environmental Services Professional Liability Insurance Policy shall constitute the contract between the Named Insured and the Company.

DATE: 4/20/05
Mo./Day/Yr.


AUTHORIZED REPRESENTATIVE



VOA Associates Incorporated
224 South Michigan Avenue
Chicago, IL 60604

Policy No.: AEE196887-0104

Effective: 12/05/04

THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT THE TERRORISM RISK INSURANCE ACT OF 2002. PLEASE READ IT CAREFULLY.

THE TERRORISM RISK INSURANCE ACT OF 2002

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002. The Act establishes a temporary program to spread the risk of catastrophic losses from an act of terrorism between insurers and the federal government. The stated purpose of the Act is "to protect consumers by addressing market disruptions and ensure the continued widespread availability and affordability of property and casualty insurance for terrorism risk."

The Act requires insurers to pay losses from an act of terrorism up to an amount equal to a percentage of its direct earned premium. This amount is called the "insurer deductible." If an individual insurer's losses exceed this amount, the federal "Terrorism Insurance Program" will reimburse the insurer for 90% of losses paid in excess of the insurer deductible. An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount.

MANDATORY OFFER OF COVERAGE FOR AN ACT OF TERRORISM AND DISCLOSURE OF PREMIUM

Under the Act, insurers must make coverage available for any loss that results from an act of terrorism AND that is otherwise covered under your policy.

The Act also requires insurers to provide notice to policyholders of the premium charge for losses that result from an act of terrorism and are therefore covered under the Federal Insurance Program.

An "act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in concurrence with the Secretary of State, and the Attorney General of the United States

(i) to be an act of terrorism;

(ii) to be a violent act or an act that is dangerous to –

(I) human life;

(II) property; or

(III) infrastructure;

(iii) to have resulted in damage within the United States, or outside of the United States in the case of –

(I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or

(II) the premises of a United States mission; and

(iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

PREMIUM DISCLOSURE STATEMENT

Your policy does not contain an exclusion for losses resulting from an act of terrorism. Coverage for such losses is still subject to all of the terms, definitions, exclusions and conditions in your policy, as well as the terms, definitions, exclusions and conditions of the primary and underlying excess policies.

THE PREMIUM CHARGE FOR LOSSES ARISING FROM AN ACT OF TERRORISM IS \$0.

THE SUMMARY OF THE ACT AND THE COVERAGE UNDER YOUR POLICY CONTAINED IN THIS NOTICE IS NECESSARILY GENERAL IN NATURE. YOUR POLICY CONTAINS SPECIFIC TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS. IN CASE OF ANY CONFLICT, YOUR POLICY LANGUAGE WILL CONTROL THE RESOLUTION OF ALL COVERAGE QUESTIONS. PLEASE READ YOUR POLICY CAREFULLY.

Liberty Insurance Underwriters, Inc.

EXCLUDED ENTITIES ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/04 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: AEE196887-0104 as Endorsement No.: 1
Issued to: VOA Associates Incorporated

It is agreed VI. EXCLUSIONS, is amended by adding the following:

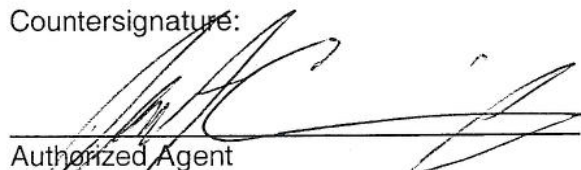
This Policy does not apply to and we shall not be liable for **Damages** and/or **Claims Expenses** resulting from any **Claim** or **Circumstance** made against you for, based upon, or arising from **Professional Services** performed by the following entities:

Studio A
Marcos Leite Bastos, Sao Paulo, Brazil

Accepted by: _____ Date: _____
Authorized Representative of the Named Insured

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:



Authorized Agent

Form No. AEE008 (05/2002)

Liberty Insurance Underwriters, Inc.

NAMED INSURED/MAILING ADDRESS ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/04 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: AEE196887-0104 as Endorsement No.: 2
Issued to: VOA Associates Incorporated

by the Company shown above is changed as follows:

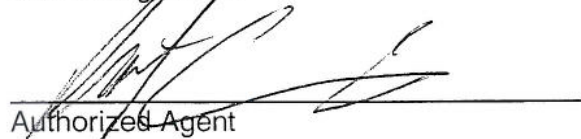
It is agreed the Declarations, Item 1., is amended as follows:

Named Insured to include:

VOA Associates Incorporated
VOA International Services
VOA Nevada LLC
VOA Associates, Inc. DBA: Lynn Wilson International but only for services performed subsequent to 9/1/96 and prior to 12/15/97
Vickrey/Ovresat/Awsumb Associates, Inc.
Vickrey/Powell Incorporated
Vickrey/Klein and Kikuchi, Inc.
Vickrey/Wines Associates Incorporated
VOA Associates
VOA/LB S/C LTDA
Logic Facilities Management, but only for professional services performed subsequent to 11/18/00
Vickrey/Ovresat/Awsumb Associates, Incorporated
VOA, Ohio, LLC

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:



Authorized Agent

Form No. AEE033 (05/2002)

Liberty Insurance Underwriters, Inc.

EXTENDED REPORTING PERIOD OPTION ENDORSEMENT – ILLINOIS

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/04 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: AEE196887-0104 as Endorsement No.: 3
Issued to: VOA Associates Incorporated

In the event of "termination" of your Policy, you may elect one twelve (12) month Extended Reporting Period subject to the following provisions:

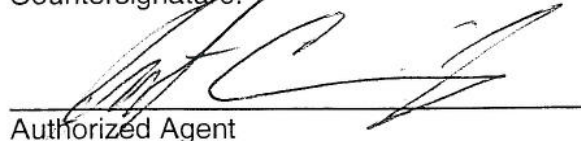
1. Coverage afforded under this Extended Reporting Period option will apply to **Claims** resulting from your **Professional Services** performed prior to termination of this Policy, provided the **Claim** is made against you and reported to us during the Extended Reporting Period.
2. If you elect this Extended Reporting Period option, you must elect this option in writing within thirty (30) days of the termination of this Policy or within fifteen (15) days of our coverage offer, whichever is latest, and pay the additional premium at that time.
3. An Endorsement will be issued showing the term of the Extended Reporting Period and the amount of premium.
4. The premium for the Extended Reporting Period Option will be calculated according to the Company's rating plan in effect at the time this Policy was issued. The premium for this option will be 200% of the last annual Policy premium.
5. This option is not available if you obtain other insurance to cover the claims which would otherwise be covered by this option.
6. Upon electing this option, the premium is fully earned by us and the Extended Reporting Period cannot be canceled.

"Termination" includes cancellation, non-renewal, expiration, or reduction in coverage of the Policy.

IF YOU DO NOT ELECT THIS OPTION,
YOU WILL NOT BE INSURED BY US AFTER THE TERMINATION OF THIS POLICY.

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:


Authorized Agent

Form No. AEE066 (05/2002)

Liberty Insurance Underwriters, Inc.

CANCELLATION / NON-RENEWAL CONDITION ENDORSEMENT – ILLINOIS

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/04 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: AEE196887-0104 as Endorsement No.: 4
Issued to: VOA Associates Incorporated

It is agreed that VII. CONDITIONS, G. Notice of Cancellation, is deleted and the following substituted:

G. Notice of Cancellation

This Policy may be canceled by the first Named Insured, identified in the Declarations, by surrender of this Policy to us or our authorized representative or by giving us written notice stating when thereafter such cancellation shall be effective.

After this insurance has been in effect for sixty (60) days or more, we will not cancel this Policy except for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) The Policy was obtained through a material misrepresentation;
- (b) Any insured violated any of the terms and conditions of the Policy;
- (c) The risk originally accepted has measurably increased;
- (d) Certification to the Director of the loss of reinsurance by the insurer which provided coverage to the insurer for all or a substantial part of the underlying risk insured; or
- (e) A determination by the Director that the continuation of the Policy could place the insurer in violation of the insurance laws of this State.

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:



Authorized Agent

Liberty Insurance Underwriters, Inc.

CANCELLATION / NON-RENEWAL CONDITION ENDORSEMENT – ILLINOIS

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/04 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: AEE196887-0104 as Endorsement No.: 4
Issued to: VOA Associates Incorporated

If we cancel this policy, we will mail to the first Named Insured, on behalf of all **Insureds**, written notice of cancellation. We will provide at least thirty (30) days notice before the effective date of cancellation if we cancel for non-payment of premium. If we cancel for any other reason we will provide at least sixty (60) days notice before the effective date of cancellation.

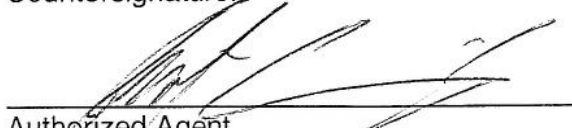
If this policy is canceled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

We will give you written notice sixty (60) days prior to the expiration of this policy if we do not intend to renew this insurance subject to any state requirements. The notice will include our reason for non-renewal.

If notice is mailed, proof of mailing will be sufficient proof of notice.

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:


Authorized Agent

Liberty Insurance Underwriters, Inc.

OTHER INSURANCE ENDORSEMENT - ILLINOIS

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/04 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: AEE196887-0104 as Endorsement No.: 5
Issued to: VOA Associates Incorporated

It is agreed that VII. Conditions, H. Other Insurance is deleted and the following substituted:

H. Other Insurance

If other valid or collectible professional liability insurance is available to any **Insured** for any **Claim** we cover, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when 2. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all other insurance by the method described in 3 below.

2. Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, but specific exclusions in the policy shall apply. When this insurance is excess, we will not defend any claim or suit that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all other insurers.

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:

Authorized Agent

Form No. AEE127 (06/2002)

Page 1 of 2

Liberty Insurance Underwriters, Inc.

OTHER INSURANCE ENDORSEMENT - ILLINOIS

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/04 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: AEE196887-0104 as Endorsement No.: 5
Issued to: VOA Associates Incorporated

When this insurance is excess over other insurance, we will pay only our share of the amount of the damages and allocated claims expenses, if any, that exceeds the sum of:

- a. the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. the total of all deductible and self-insured amounts under all the other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations.

3. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal share, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:


Authorized Agent

Form No. AEE127 (06/2002)

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Liberty Insurance Underwriters, Inc.

DEFINITION OF DAMAGES - ILLINOIS

This Endorsement changes the Policy. Please read it carefully.

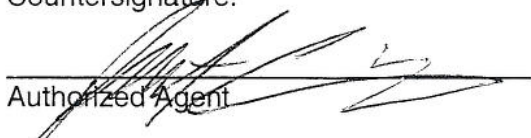
This Endorsement, effective on 12/05/04 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: AEE196887-0104 as Endorsement No.: 6
Issued to: VOA Associates Incorporated

It is agreed V. DEFINITIONS, F. "**Damages**" is deleted and the following substituted:

- F. "**Damages**" means compensatory monetary amounts for which you may be held legally liable including judgment (inclusive of any post-judgment interest), awards, or settlements negotiated with our approval. **Damages** do not include any return, withdrawal or reduction of professional fees, profits or other charges, or fines, sanctions, taxes, penalties or awards deemed uninsurable pursuant to any applicable law. **Damages** include punitive or exemplary damages or the multiple portion of any multiplied damage award unless such **Damages** are uninsurable pursuant to applicable law. Punitive damages are only payable due to vicarious liability in the State of Illinois.

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:


Authorized Agent

Form No. AEE129 (06/2002)

Liberty Insurance Underwriters, Inc.

SPECIFIC PROJECT EXCESS ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/04 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: AEE196887-0104 as Endorsement No.: 7
Issued to: VOA Associates Incorporated

In consideration of additional premium paid, it is agreed that Declarations, Item 3. Limits of Liability, is amended by adding the following Specific Project Excess Limits:

Specific Project Excess	Each Claim	Aggregate
	\$3,000,000	\$1,000,000

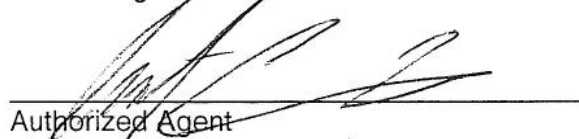
The Specific Project Excess Limits shall apply only in the event that the respective Limits of Liability stated in Declarations, Item 3., with reference to Professional Liability have been exhausted by payments either for the specific named project or for any other covered **Claim**.

Specific Project: Illinois State University Normal
Normal, IL – new 117,000 sf building for offices and classrooms

Premium Due: \$15,000.00

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:


Authorized Agent

Form No. AEE016 (05/2002)

Liberty Insurance Underwriters, Inc.

NOTICE OF CANCELLATION TO OTHER PARTIES ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/04 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: AEE196887-0104 as Endorsement No.: 8
Issued to: VOA Associates Incorporated

It is agreed that VII. CONDITIONS. G. Notice of Cancellation, is amended by adding the following provision:

In the event this Policy is to be canceled by you or by us, we agree to give 30 days prior notice to the party(s) listed below.

This provision does not apply if cancellation is due to non-payment of premiums to us or to a finance company authorized to cancel this Policy.

Notice to:

Brevard County Parks & Recreation Administration
Attn: Cathy Lively
2725 Judge Fran Jamieson Way
Viera, FL 32940

Northwestern Memorial Hospital
Attn: Contract Specialist
240 East Ontario Street
Chicago, IL 60611

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:



Authorized Agent

Form No. AEE035 (05/2002)

Liberty Insurance Underwriters, Inc.

Amendatory Endorsement

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 12/05/04 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: AEE196887-0104 as Endorsement No.: 9
Issued to: VOA Associates Incorporated


It is agreed that except for the project designated below, if there is other collectible insurance, including but not limited to project specific insurance, that applies to a **Claim** covered by this Policy, the other insurance must pay first and this Policy is excess over the other insurance. The Policy applies to the amount of the **Claim** that exceeds the available limits of liability and any deductibles or retention amounts of the other insurance.

In the event of a **Claim** on the project designated below, this Policy will be primary.

Project: McCormick Place

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:


Authorized Agent

Form No. AEE012 (05/2002)

Liberty Insurance Underwriters, Inc.

OTHER INSURANCE

This Endorsement changes the Policy. Please read it carefully.

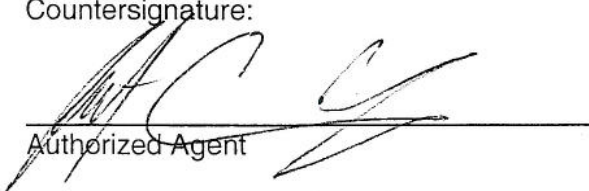
This Endorsement, effective on 12/05/04 at 12:01 A.M. standard time at the address of the Named Insured forms a part of Policy Number: AEE196887-0104 as Endorsement No.: 10
Issued to: VOA Associates Incorporated

It is agreed VI. EXCLUSIONS, is amended by adding the following:

This Policy does not apply to and we shall not be liable for **Damages** and/or **Claims Expenses** resulting from any **Claim** or **Circumstance** made against you for which you are an insured on any other liability insurance policy that covers professional liability, including any project policy. This exclusion applies even if the **Claim** is not covered by that policy for any reason, including an exclusion or reduction or exhaustion of the limits of liability.

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:


Authorized Agent

Form No. AEE024 (05/2002)

Liberty Insurance Underwriters, Inc.

NOTICE OF CANCELLATION TO OTHER PARTIES ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

This Endorsement, effective on 01/11/05 at 12:01 A.M. standard time at the address of the
Named Insured forms a part of Policy Number: AEE196887-0104 as Endorsement No.: 11
Issued to: VOA Associates Incorporated

It is agreed that VII. CONDITIONS. G. Notice of Cancellation, is amended by adding the
following provision:

In the event this Policy is to be canceled by you or by us, we agree to give 30 days
prior notice to the party(s) listed below.

This provision does not apply if cancellation is due to non-payment of premiums to us or
to a finance company authorized to cancel this Policy.

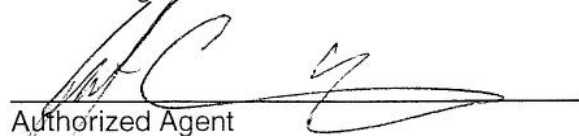
Notice to:

Cadell Construction
Ken Sexton
P.O. Box 210099
Montgomery, AL 36121-0099

US Army Corps of Engineers
Ken Sexton
P.O. Box 889
Savannah, GA 31402-0889

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Countersignature:


Authorized Agent

Form No. AEE035 (05/2002)